

-----Original Message-----

From: Grogan, Brian T. [mailto:GroganB@moss-barnett.com]

Sent: Wednesday, February 28, 2007 5:15 PM

To: McFadden, Patrick R.

Cc: Burlingame, John A.; Doug Onhaizer; Aimee K. Sullivan; Wilson, John R [FIN]

Subject: TAM-12335: City of Virginia Beach, VA

Patrick:

Two additional issues on Sprint's proposed FRA.

1. Federal Engineering will perform the City's filings not Sprint as indicated in the below section.

1. **Frequency Reconfiguration Process:**

(a) On or before the Closing Date (as defined below) (i) Nextel or Incumbent will cause the modification of the Incumbent Licenses to add the Replacement Frequencies or Nextel will cause the creation of a new FCC license for Incumbent that includes the Replacement Frequencies; (ii) Incumbent will cause the assignment of the Incumbent Frequencies to Nextel or will cause the deletion of the Incumbent Frequencies from the Incumbent Licenses following Reconfiguration of Incumbent's system; and (iii) Nextel will cause the modification and/or cancellation of the FCC licenses it holds for the

operation of 800 MHz frequencies that are co-channels of the Replacement Frequencies, to the extent required to meet the technical short-spacing requirements of Section 90.621(b) of the FCC's Rules, 47 C.F.R. § 90.621(b), as such rule may be amended from time to time by the FCC.

(b) The parties agree that Nextel will make the FCC assignment filings for the Replacement Frequencies on a future date to be determined by the parties through mutual agreement. The Incumbent reserves the right to make its own FCC filings for the Replacement Frequencies on such mutually agreed date, rather than relying on Nextel to do so, by so notifying Nextel in accordance with the Notice provision of this Agreement.

2. Under section 20: Motorola Replaced Equipment

(a) If the reconfiguration of the Incumbent's existing facilities to operate on the Replacement Frequencies involves the replacement of any of Incumbent's existing equipment with Motorola Schedule D Equipment (as identified on Schedule D), Incumbent will return the equipment replaced by the Motorola Schedule D Equipment as identified on Schedule D (the "Motorola Replaced Equipment") to Motorola within 30 days of receipt of the Motorola Schedule D Equipment (shipping fees to be paid by Nextel). Title to the Motorola Replaced Equipment will pass from Incumbent to Motorola upon receipt by Motorola.

This will not work – the City can not return, or affect to be returned the qty of Radios in a 30 day period – for that matter, it is tied to the receipt of the equipment, which we will receive long before we replace the equipment so this is not practical. This should read:

Incumbent will return the equipment replaced by the Motorola Schedule D Equipment as identified on Schedule D (the "Motorola Replaced Equipment") to Motorola within 90 days from the actual replacement of the Motorola Schedule D Equipment (shipping fees to be paid by Nextel)



Brian T. Grogan
Attorney at Law
Ph: 612-877-5340 Fx: 612-877-5999

2000 RELEASE UNDER E.O. 14176

The information contained in this e-mail message and any attachments is proprietary and intended only for the confidential use of the designated recipient named above. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution or copying of this message is strictly prohibited. If you have received this communication in error please notify us immediately at the e-mail address listed above. Thank you.

Statement Required by U.S. Treasury Department

The U.S. Treasury Department requires us to advise you that this written advice is not intended or written by our firm to be used, and cannot be used by any taxpayer, for the purpose of avoiding any penalties that may be imposed under the Internal Revenue Code. Written advice from our firm relating to Federal tax matters may not, without our express written consent, be used in promoting, marketing or recommending any entity, investment plan or arrangement to any taxpayer, other than the recipient of the written advice.

EXHIBIT E

E-1



Transition
Administrator

The Official Reconfiguration Manager

September 8, 2006

Mr. J.H. Sandy Edwards
Vice President, Public Safety Networks
Nextel Communications
6575 The Corners Parkway
Norcross, GA 30092

RE: FREQUENCY RECONFIGURATION AGREEMENT # DL8904416224
INCUMBENT: City of Virginia Beach
FILE: Virginia Beach County FRA 08-04-2006[1]
DATE/TIMESTAMP: 8/8/2006 3:12 PM
AMOUNT: \$149,825.19

Dear Mr. Edwards:

The 800 MHz Transition Administrator ("TA") has completed its review of this Agreement, submitted to the TA on August 8, 2006. The TA hereby grants its approval of the Agreement in the amount of \$149,825.19. However, we note that the licensee is effectively asking to defer reconfiguration of a portion of their 1-120 channels until Stage 2. We understand the benefits of such a deferral and are approving same based on the representations by Sprint Nextel and the City of Virginia Beach that all the affected NPSPAC licensees in the adjacent area in Virginia are aware of this deferral and in agreement. We believe the TA's approval of this deferral renders unnecessary the approach described in the FRA regarding the need for an STA or a spectrum leasing agreement.

Additionally this Agreement is approved with the following understanding:

- Sprint Nextel and the City of Virginia Beach agree to coordinate the implementation of this reconfiguration with any and all affected NPSPAC licensees including, but not limited to, those identified in Attachment 1 hereto and as the attachment may change due to license modifications. Sprint Nextel and the City of Virginia Beach will monitor the physical retuning schedule of the City of Virginia Beach and the incoming co-channel and adjacent channel NPSPAC licensees to ensure that no interference results from Virginia Beach occupying the spectrum until it ceases operations on the 851-854 MHz channels.
- The deferred channels will be cleared the earlier of June 30, 2007 or 30 days after notice from an affected NPSPAC licensee indicating the NPSPAC licensee is ready to relocate to one of the 1-120 channels still occupied by Virginia Beach.

When available please forward a copy of the fully executed Agreement for our records. Note that any changes to the Agreement must be submitted to the TA for review and approval.

website: www.800TA.org e-mail: info@800TA.org phone: 888-380-0740 fax: 800-704-1100



Transition
Administrator

The Official Reconfiguration Manager

Should you have any questions in this matter, please do not hesitate to contact me at 703-747-6113 or john.furey@bearingpoint.com.

Very truly yours,

A handwritten signature in black ink, appearing to read "John Furey". The signature is fluid and cursive, with a large, stylized "J" and "F".

John Furey
Senior Manager
BearingPoint

website: www.800MHz.com | e-mail: info@800MHz.com | phone: 800-800-8000 | fax: 703-747-6113

EXHIBIT F

F-1

Notes: Items in Green are for projects or items that have no impact on the budget.

| CWB Original Funding Request | | | | | | | | | | CWB 10/15/27 Counter Offer | | | | | | | | | | CWB 01/15/27 Counter Offer | | | | | | | | | | CWB 01/15/27 Counter Offer | | | | | | | | | | CWB 01/15/27 Counter Offer | | | | | | | | | |
|------------------------------|----------|----------|---------------|----------|------------|------------|------------|------------|------------|----------------------------|------------|------------|------------|------------|------------|----------|------------|------------|------------|----------------------------|------------|----------|------------|------------|------------|------------|------------|----------|------------|----------------------------|------------|------------|------------|--|--|--|--|--|--|----------------------------|--|--|--|--|--|--|--|--|--|
| Item | Category | Sub Data | Forecast Data | Scenario | FY 23 Data | FY 24 Data | FY 25 Data | FY 26 Data | FY 27 Data | Scenario | FY 23 Data | FY 24 Data | FY 25 Data | FY 26 Data | FY 27 Data | Scenario | FY 23 Data | FY 24 Data | FY 25 Data | FY 26 Data | FY 27 Data | Scenario | FY 23 Data | FY 24 Data | FY 25 Data | FY 26 Data | FY 27 Data | Scenario | FY 23 Data | FY 24 Data | FY 25 Data | FY 26 Data | FY 27 Data | | | | | | | | | | | | | | | | |
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| 16 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | | | | | | | | | | | | | | | | |
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| 19 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | | | | | | | | | | | | | | | | |
| 20 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | | | | | | | | | | | | | | | | |
| 21 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | 010000 | | | | | | | | | | | | | | | | |
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CERTIFICATE OF SERVICE

I hereby certify that on this 2nd day of March, 2007, a true copy of the foregoing was served electronically upon:

Transition Administrator, LLC
TAMediation@ssd.com

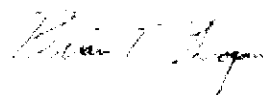
John A. Burlingame
jburlingame@ssd.com

Patrick R. McFadden
patrick.mcfadden@dbf.com

Doug Onhaizer
DOnhaize@vbgov.com

Aimee Sullivan
AKSulliv@vbgov.com

John Wilson
john.wilson@sprint.com



Brian T. Grogan, Esq.
Moss & Barnett
4800 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402
(612) 877-5340 (phone)
(612) 877-5999 (fax)
GroganB@moss-barnett.com

EXHIBIT C

JUL-12-2006 WED 04:11 PM YC FIRE AND LIFE SAFETY

FAX NO. 8903609

P. 32

**Department of
Fire and Life Safety**

Stephen P. Kopczynski
Fire Chief/Director



Fire and Rescue Operations
9 1-1 Emergency Communications
Prevention and Life Safety
Technical Services and Special Operations
Emergency Management

July 12, 2006

Mr. Rob Easton
Director, Spectrum Development
Sprint Nextel Corporation
114 Coronation Circle
Bountiful, Utah 84010

Dear Mr. Easton:

As agreed upon at the June 19, 2006 meeting between Nextel Operations, Inc. (Nextel) and Hampton Roads Trunked Users Group ("HRTUG") participating members, Nextel and the City of Virginia Beach plan to enter into a Planning Funding Agreement (PFA) that will provide for payment to Federal Engineering, a consulting firm, for the purpose of coordinating an overall regional rebanding effort for HRTUG. It is our understanding that the HRTUG is comprised of York County and the cities of Chesapeake, Hampton, Newport News, Norfolk, Portsmouth, Suffolk, and Virginia Beach. Specifically, Federal Engineering will provide the following services to ensure alignment of the reconfiguration activities of the jurisdictions involved in the HRTUG:

- Program management of the coordination of regional reconfiguration related activities between the named jurisdictions, including:
 - Coordinating meetings, on a monthly basis, or as needed
 - Management and facilitation of communications between jurisdictions
 - Schedule alignment and schedule conflict resolution
- Establish and maintain a Hampton Road Rebanding Coordination web site on *FEConnectNet*, to facilitate web based Program management
- Review all required Transition Administrator and Nextel forms generated by the individual jurisdictions relating to inter-jurisdiction activities
- Develop the interoperability environment statement between the named jurisdictions

301 Goodwin Neck Road • P.O. Box 532 • Yorktown, Virginia 23690-0532 • (757) 890-3600
Fax: (757) 890-3609 • TDD (757) 890-1300 • Email: flsafety@yorkcounty.gov
A Hampton Roads Community

Mr. Rob Easton
July 12, 2006
Page 2

- Develop a reconfiguration coordination plan with regard to shared system assets and channels and
- Develop a cut-over coordination plan with regard to shared systems and channels

These tasks are dependent upon the performance and schedule of eight independent jurisdictions. The regional task has a four-month timeframe with a contingent additional period included for project management tasks only. The project management costs per jurisdiction are set forth in Exhibit I, which is attached and incorporated by reference.

It is our understanding that the County of York is a member of the HRTUG and has authorized the City of Virginia Beach to act as an agent of the County of York for the sole purpose of providing for payment to Federal Engineering to perform the aforementioned services needed for the overall coordination of the regional rebanding effort for the benefit of the HRTUG. It is understood that the County of York will have no responsibility for certifying the performance of Federal Engineering. Further, the County of York understands and accepts that the costs set forth herein represent the total amount that will be paid by Nextel for the overall coordination of the regional rebanding effort for the HRTUG and its jurisdictions; however, each member jurisdiction reserves the right to include their individual costs reasonably expected to be expended in their respective regional efforts.

If you have any questions, please contact D. Terry Hall, Communications Manager, at 757-890-3620 or via e-mail at hallt@yorkcounty.gov. Thank you for your cooperation.

Sincerely,

D. Terry Hall/see

D. Terry Hall
Communications Manager

Fax Cover Sheet

Date: July 12, 2006

To: Doug Onhazler
Communications Administrator
Fax No.: 385-5782

From: Terry Hall

Cover sheet and 2 pages

Comments:



Department of Fire and Life Safety
301 Goodwin Neck Road
Yorktown, Virginia 23692
Phone: 757 890-3600
Fax: 757 890-3609



City of Virginia Beach

LEBLIE L. LILLEY
CITY ATTORNEY

July 20, 2006

MUNICIPAL CENTER
BUILDING 1
2401 COURTHOUSE DRIVE
VIRGINIA BEACH, VA 23466-0004
(757) 427-4001
FAX (757) 426-5087
TDD (757) 427-4305

Sprint Nextel Corporation
Attn: Rob Easton, Director, Spectrum
Development
114 Coronation Circle
Bountiful, UT 84010

**Re: City of Virginia Beach (Incumbent); Request for Exercise of Planning
Funding Agreement Planning Funding Change Notice Provision**

Dear Mr. Easton:

Following up on our discussion of the planning activities being conducted to effectuate the relocation of the frequency or frequencies licensed to the Incumbent pursuant to the Planning Funding Agreement (PFA) dated March 9, 2006, this letter serves as the official request (Planning Funding Change Notice) for the exercise of the PFA's planning funding change notice provision, as required by the PFA.

In order to complete the planning necessary as contemplated by the PFA, it will be necessary to make the following changes to the work currently encompassed by the cost estimate (Planning Cost Estimate) itemized at Schedule C of the PFA:

(1) The following will need to be added to the Statement of Work, Schedule B:

"Federal Engineering will provide the following services to ensure alignment of the reconfiguration activities of the Hampton Roads Communities. The time period for such services shall be four (4) months; provided, however, in the event the planning activities in preparation for the reconfiguration process have not been completed for the Participating Jurisdictions in the initial four (4) month period, up to four (4) additional (1) month periods will be added to the time period required to complete such services (the "Contingent Additional Period"). Federal Engineering shall begin such services no later than thirty (30) days following Transition Administrator approval and execution by the Parties of this Second Amendment to the Agreement:

- Program management of the coordination of regional reconfiguration related activities between the named jurisdictions, including:

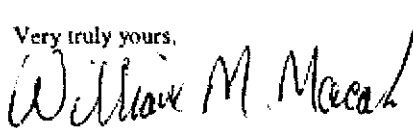
- Coordinating meetings, on a monthly basis, or as needed;
- Management and facilitation of communications between jurisdictions;
- Schedule alignment and schedule conflict resolution;
- Establish and maintain a Hampton Road Rebanding Coordination web site on *FEClientNet*, to facilitate web based Program management;
- Review all required Transition Administrator and Nextel forms generated by the individual jurisdictions relating to inter-jurisdiction activities;
- Develop the interoperability environment statement between the named jurisdictions;
- Develop a reconfiguration coordination plan with regard to shared system assets and channels; and
- Develop a cut-over coordination plan with regard to shared systems and channels."

(2) An additional Seventy-Six Thousand Seven Hundred Twenty Dollars (\$76,720) will be necessary to accomplish the aforementioned services if the project can be completed in four (4) months; provided, however, if up to four (4) additional one (1) month period(s) are necessary, the total for the aforementioned services will be One Hundred Twenty-Three Thousand Two Hundred Dollars (\$123,200), with each one (1) month contingent period to be invoiced against the PFA on an as-required basis adding Eleven Thousand Six Hundred Twenty Dollars (\$11,620) per month.

(3) The duration of the overall regional coordination effort will be a four (4) month period that will commence upon TA approval and execution of an amendment to the PFA, with a possible additional four (4) one (1) month time period(s), which will be contingent upon the completion of the planning activities of the Hampton Roads Communities. The time period for the regional planning is not anticipated, however, to extend the total time estimated for the completion of the planning activities for the City of Virginia Beach and subsequent execution of a *Frequency Reconfiguration Agreement* by the City of Virginia Beach.

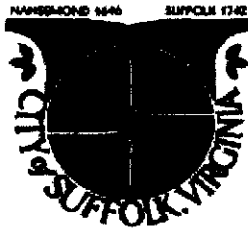
Please analyze the information provided here and contact me to discuss how we will proceed.

Very truly yours,



William M. Macali
Deputy City Attorney

WMM:ks



CITY OF SUFFOLK

P.O BOX 1858 SUFFOLK VIRGINIA 23434
PHONE (757) 923-3639 FAX (757) 539-4303

June 29, 2006

Sprint Nextel Corporation
Attn: Rob Easton, Director, Spectrum Development
114 Coronation Circle
Bountiful, UT 84010

Dear Mr. Easton,

As agreed upon at the June 19, 2006 meeting between Nextel Operations, Inc. (Nextel) and Hampton Roads Trunked Users Group ("HRTUG") participating members, Nextel and the City of Virginia Beach plan to enter into a Planning Funding Agreement (PFA) that will provide for payment to Federal Engineering, a consulting firm, for the purpose of coordinating an overall regional rebanding effort for HRTUG. It is our understanding that the HRTUG is comprised of York County and the cities of Chesapeake, Hampton, Newport News, Norfolk, Portsmouth, Suffolk, and Virginia Beach. Specifically, Federal Engineering will provide the following services to ensure alignment of the reconfiguration activities of the jurisdictions involved in the HRTUG:

- Program management of the coordination of regional reconfiguration related activities between the named jurisdictions, including:
 - Coordinating meetings, on a monthly basis, or as needed;
 - Management and facilitation of communications between jurisdictions;
 - Schedule alignment and schedule conflict resolution;
- Establish and maintain a Hampton Road Rebanding Coordination web site on *FEClientNet*, to facilitate web based Program management;
- Review all required Transition Administrator and Nextel forms generated by the individual jurisdictions relating to inter-jurisdiction activities;
- Develop the interoperability environment statement between the named jurisdictions;
- Develop a reconfiguration coordination plan with regard to shared system assets and channels; and
- Develop a cut-over coordination plan with regard to shared systems and channels.

These tasks are dependent upon the performance and schedule of eight independent jurisdictions. The regional task has a four month timeframe with a contingent additional period included for

project management tasks only. The project management costs per jurisdiction are set forth in Exhibit I, which is attached and incorporated by reference.

It is our understanding that the City of Suffolk is a member of the HRTUG and has authorized the City of Virginia Beach to act as an agent of the City of Suffolk for the sole purpose of providing for payment to Federal Engineering to perform the aforementioned services needed for the overall coordination of the regional rebanding effort for the benefit of the HRTUG. It is understood that the City of Suffolk will have no responsibility for certifying the performance of Federal Engineering. Further, the City of Suffolk understands and accepts that the costs set forth herein represent the total amount that will be paid by Nextel for the overall coordination of the regional rebanding effort for the HRTUG and its jurisdictions, however, each member jurisdiction reserves the right to include their individual costs reasonably expected to be expended in their respective regional efforts.

If you have any questions, please contact Tyrone Williams. Thank you for your cooperation.

Sincerely,


Tyrone Williams



July 17, 2006

Sprint Nextel Corporation
Attn: Rob Easton, Director, Spectrum Development
114 Coronation Circle
Bountiful, UT 84010

Dear Mr. Easton,

As agreed upon at the June 19, 2006 meeting between Nextel Operations, Inc. (Nextel) and Hampton Roads Trunked Users Group ("HRTUG") participating members, Nextel and the City of Virginia Beach plan to enter into a Planning Funding Agreement (PFA) that will provide for payment to Federal Engineering, a consulting firm, for the purpose of coordinating an overall regional rebanding effort for HRTUG. It is our understanding that the HRTUG is comprised of York County and the cities of Chesapeake, Hampton, Newport News, Norfolk, Portsmouth, Suffolk, and Virginia Beach. Specifically, Federal Engineering will provide the following services to ensure alignment of the reconfiguration activities of the jurisdictions involved in the HRTUG:

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 - Schedule alignment and schedule conflict resolution;
- Establish and maintain a Hampton Road Rebanding Coordination web site on *FEC BentNet*, to facilitate web based Program management;
- Review all required Transition Administrator and Nextel forms generated by the individual jurisdictions relating to inter-jurisdiction activities;
- Develop the interoperability environment statement between the named jurisdictions;
- Develop a reconfiguration coordination plan with regard to shared system assets and channels; and
- Develop a cut-over coordination plan with regard to shared systems and channels.

These tasks are dependent upon the performance and schedule of eight independent jurisdictions. The regional task has a four month timeframe with a contingent additional period included for project management tasks only. The project management costs per jurisdiction are set forth in Exhibit I, which is attached and incorporated by reference.

It is our understanding that the **City of Portsmouth** is a member of the HRTUG and has authorized the City of Virginia Beach to act as an agent of the **City of Portsmouth** for the sole purpose of providing for payment to Federal Engineering to perform the aforementioned services needed for the overall coordination of the regional rebanding effort for the benefit of the HRTUG. It is understood that the **City of Portsmouth** will have no responsibility for certifying the performance of Federal Engineering. Further, the **City of Portsmouth** understands and accepts that the costs set forth herein represent the total amount that will be paid by Nextel for the overall coordination of the regional rebanding effort for the HRTUG and its jurisdictions, however, each member jurisdiction reserves the right to include their individual costs reasonably expected to be expended in their respective regional efforts.

If you have any questions, please contact **Horace Hills**. Thank you for your cooperation.

Sincerely,

Horace Hills

Horace Hills
Telecommunications Manager
City of Portsmouth

cc:



**City of
Norfolk**
Department of Information Systems

June 27, 2006

Sprint Nextel Corporation
Attn: Rob Easton, Director, Spectrum Development
114 Coronation Circle
Bountiful, UT 84010

Dear Mr. Easton,

As agreed upon at the June 19, 2006 meeting between Nextel Operations, Inc. (Nextel) and Hampton Roads Trunked Users Group ("HRTUG") participating members, Nextel and the City of Virginia Beach plan to enter into a Planning Funding Agreement (PFA) that will provide for payment to Federal Engineering, a consulting firm, for the purpose of coordinating an overall regional rebanding effort for HRTUG. It is our understanding that the HRTUG is comprised of York County and the cities of Chesapeake, Hampton, Newport News, Norfolk, Portsmouth, Suffolk, and Virginia Beach. Specifically, Federal Engineering will provide the following services to ensure alignment of the reconfiguration activities of the jurisdictions involved in the HRTUG:

- Program management of the coordination of regional reconfiguration related activities between the named jurisdictions, including:
 - Coordinating meetings, on a monthly basis, or as needed;
 - Management and facilitation of communications between jurisdictions;
 - Schedule alignment and schedule conflict resolution;
- Establish and maintain a Hampton Road Rebanding Coordination web site on *FEClientNet*, to facilitate web based Program management;
- Review all required Transition Administrator and Nextel forms generated by the individual jurisdictions relating to inter-jurisdiction activities;
- Develop the interoperability environment statement between the named jurisdictions;
- Develop a reconfiguration coordination plan with regard to shared system assets and channels; and
- Develop a cut-over coordination plan with regard to shared systems and channels.

These tasks are dependent upon the performance and schedule of eight independent jurisdictions. The regional task has a four month timeframe with a contingent additional period included for project management tasks only. The project management costs per jurisdiction are set forth in Exhibit I, which is attached and incorporated by reference.

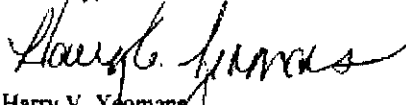
It is our understanding that the City of Norfolk is a member of the HRTUG and has authorized the City of Virginia Beach to act as an agent of the City of Norfolk for the sole purpose of

Division of Radio and Electronics
1112 Azalea Garden Road / Norfolk, Virginia 23502 / (804) 441-5800 / Fax: 441-5803

providing for payment to Federal Engineering to perform the aforementioned services needed for the overall coordination of the regional rebanding effort for the benefit of the HRTUG. It is understood that the City of Norfolk will have no responsibility for certifying the performance of Federal Engineering. Further, the City of Norfolk understands and accepts that the costs set forth herein represent the total amount that will be paid by Nextel for the overall coordination of the regional rebanding effort for the HRTUG and its jurisdictions, however, each member jurisdiction reserves the right to include their individual costs reasonably expected to be expended in their respective regional efforts.

If you have any questions, please contact Harry Yoomans. Thank you for your cooperation.

Sincerely,



Harry V. Yoomans
Wireless Communications Manager
1112 Azalea Garden Road
Norfolk, VA 23502
757.441.5800 Office
757.441.5803 Fax
harry.yoomans@norfolk.gov



City Of Newport News

Virginia 23607

Office Of The City Manager

2400 Washington Avenue
(757) 926-8411
Fax (757) 926-3503

June 21, 2006

Sprint Nextel Corporation
Attn: Rob Easton, Director, Spectrum Development
114 Coronation Circle
Bountiful, Utah 84010

**Re: City of Virginia Beach (Incumbent); Request for Exercise of Planning
Funding Agreement Planning Funding Change Notice Provision**

Dear Mr. Easton,

As agreed at the June 19, 2006 meeting in Norfolk, Virginia, among Nextel Operations, Inc (Nextel), the Hampton Roads Trunked Users Group (HRTUG), and Alan Tilles, Esquire, Nextel and the City of Virginia Beach plan to enter into a Planning Funding Agreement (PFA) that will provide for payment to Federal Engineering, a consulting firm, for the purpose of coordinating a regional rebanding effort for the HRTUG. HRTUG is comprised of the County of York, and the cities of Chesapeake, Hampton, Newport News, Norfolk, Portsmouth, Suffolk, and Virginia Beach. Specifically, Federal Engineering will provide the following services to ensure alignment of the reconfiguration activities of the jurisdictions involved in the HRTUG:

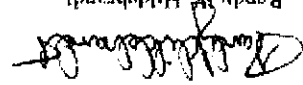
- Program management of the coordination of regional reconfiguration related activities between the named jurisdictions, including:
 - Coordinating meetings, on a monthly basis, or as needed;
 - Management and facilitation of communications between jurisdictions;
 - Schedule alignment and schedule conflict resolution;
- Establish and maintain a Hampton Road Rebanding Coordination web site on *FEClientNet*, to facilitate web based Program management;
- Review all required Transition Administrator and Nextel forms generated by the individual jurisdictions relating to inter-jurisdiction activities;
- Develop the interoperability environment statement between the named jurisdictions;
- Develop a reconfiguration coordination plan with regard to shared system assets and channels; and
- Develop a cut-over coordination plan with regard to shared systems and channels.

These tasks are dependent upon the performance and schedule of eight independent jurisdictions. The regional task has a four month timeframe with a contingent additional period included for project management tasks only. The project management costs per jurisdiction are set forth in Exhibit L, which is attached and incorporated by reference.

KDK3502v2

Attachment

RWH:kdk

Very truly yours,

 Randy W. Hildebrandt
 City Manager

Thank you for your cooperation.

If you have any questions, please contact Michael Taylor at (757) 269-2430.

The City of Newport News is a member of the HRTUG and has authorized the City of Virginia Beach to act as an agent of the City of Newport News for the sole purpose of providing for payment to Federal Engineering to perform the aforementioned services needed for the overall coordination of the regional rebanding effort for the HRTUG. It is understood that the City of Newport News will have no responsibility for certifying the performance of Federal Engineering. Further, the City of Newport News understands and accepts that the costs set forth herein represent the total amount that will be paid by Nextel for the overall coordination of the regional rebanding effort for the HRTUG and its jurisdictions; however, each member jurisdiction reserves the right to include their individual costs reasonably expected to be expended in this regional effort.

Each Month There's A

1003690v2



City Manager

July 13, 2006

Sprint Nextel Corporation
Attn: Rob Easton, Director, Spectrum Development
114 Coronation Circle
Bountiful, UT 84010

Dear Mr. Easton,

As agreed upon at the June 19, 2006 meeting between Nextel Operations, Inc. (Nextel) and Hampton Roads Trunked Users Group ("HRTUG") participating members, Nextel and the City of Virginia Beach plan to enter into a Planning Funding Agreement (PFA) that will provide for payment to Federal Engineering, a consulting firm, for the purpose of coordinating an overall regional rebanding effort for HRTUG. It is our understanding that the HRTUG is comprised of York County and the cities of Chesapeake, Hampton, Newport News, Norfolk, Portsmouth, Suffolk, and Virginia Beach. Specifically, Federal Engineering will provide the following services to ensure alignment of the reconfiguration activities of the jurisdictions involved in the HRTUG:

- Program management of the coordination of regional reconfiguration related activities between the named jurisdictions, including:
 - Coordinating meetings, on a monthly basis, or as needed;
 - Management and facilitation of communications between jurisdictions;
 - Schedule alignment and schedule conflict resolution;
- Establish and maintain a Hampton Road Rebanding Coordination web site on *FEClientNet*, to facilitate web based Program management;
- Review all required Transition Administrator and Nextel forms generated by the individual jurisdictions relating to inter-jurisdiction activities;
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- Develop a cut-over coordination plan with regard to shared systems and channels.

These tasks are dependent upon the performance and schedule of eight independent jurisdictions. The regional task has a four month timeframe with a contingent additional period included for project management tasks only. The project management costs per jurisdiction are set forth in Exhibit 1, which is attached and incorporated by reference.

**CITY OF HAMPTON (757) 727-6392 FAX (757) 728-3037
22 LINCOLN STREET, HAMPTON, VIRGINIA 23669**

"Oldest Continuous English-Speaking Settlement in America - 1610"

It is our understanding that the City of Hampton is a member of the HRTUG and has authorized the City of Virginia Beach to act as an agent of the City of Hampton for the sole purpose of providing for payment to Federal Engineering to perform the aforementioned services needed for the overall coordination of the regional rebanding effort for the benefit of the HRTUG. It is understood that the City of Hampton will have no responsibility for certifying the performance of Federal Engineering. Further, the City of Hampton understands and accepts that the costs set forth herein represent the total amount that will be paid by Nextel for the overall coordination of the regional rebanding effort for the HRTUG and its jurisdictions, however, each member jurisdiction reserves the right to include their individual costs reasonably expected to be expended in their respective regional efforts.

If you have any questions, please contact Curt Shaffer, at (757) 727-6414. Thank you for your cooperation.

Sincerely,


Jesse T. Wallace
City Manager

Enclosure

cc: C. J. Shaffer, Director, Emergency Operations Branch
Joyce Melvin-Jones, Deputy City Attorney



City of Chesapeake

Office of the City Manager
Post Office Box 15225
Chesapeake, Virginia 23328-5225
Office: (757) 382-6166
Fax: (757) 382-6507
TDD: (757) 382-8214

July 17, 2006

Sprint Nextel Corporation
114 Coronation Circle
Bountiful, UT 84010

ATTENTION: Rob Easton, Director, Spectrum Development

Dear Mr. Easton:

As agreed upon at the June 19, 2006 meeting between Nextel Operations, Inc. (Nextel) and Hampton Roads Trunked Users Group ("HRTUG") participating members, Nextel and the City of Virginia Beach plan to enter into a Planning Funding Agreement (PFA) that will provide for payment to Federal Engineering, a consulting firm, for the purpose of coordinating an overall regional rebanding effort for HRTUG. It is our understanding that the HRTUG is comprised of York County and the cities of Chesapeake, Hampton, Newport News, Norfolk, Portsmouth, Suffolk, and Virginia Beach. Specifically, Federal Engineering will provide the following services to ensure alignment of the reconfiguration activities of the jurisdictions involved in the HRTUG:

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 - Coordinating meetings, on a monthly basis, or as needed;
 - Management and facilitation of communications between jurisdictions;
 - Schedule alignment and schedule conflict resolution;
- Establish and maintain a Hampton Road Rebanding Coordination web site on *FEClientNet*, to facilitate web based program management;
- Review all required Transition Administrator and Nextel forms generated by the individual jurisdictions relating to inter-jurisdiction activities;
- Develop the interoperability environment statement between the named jurisdictions;
- Develop a reconfiguration coordination plan with regard to shared system assets and channels; and
- Develop a cut-over coordination plan with regard to shared systems and channels.

These tasks are dependent upon the performance and schedule of eight independent jurisdictions. The regional task has a four month timeframe with a contingent additional period included for project management tasks only. The project management costs per jurisdiction are set forth in Exhibit 1, which is attached and incorporated by reference.

"The City of Chesapeake adheres to the principles of equal employment opportunity. This policy extends to all programs and services supported by the City."

Mr. Rob Easton

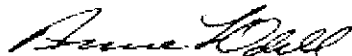
Page 2

July 17, 2006

It is our understanding that the City of Chesapeake is a member of the HRTUG and has authorized the City of Virginia Beach to act as an agent of the City of Chesapeake for the sole purpose of providing for payment to Federal Engineering to perform the aforementioned services needed for the overall coordination of the regional rebanding effort for the benefit of the HRTUG. It is understood that the City of Chesapeake will have no responsibility for certifying the performance of Federal Engineering. Further, the City of Chesapeake understands and accepts that the costs set forth herein represent the total amount that will be paid by Nextel for the overall coordination of the regional rebanding effort for the HRTUG and its jurisdictions, however, each member jurisdiction reserves the right to include their individual costs reasonably expected to be expended in their respective regional efforts.

If you have any questions, please contact Bernie Reaser, City of Chesapeake Radio Systems Administrator, at 757-382-6692. Thank you for your cooperation.

Sincerely, _____



Anne F. Odell
Acting City Manager

BR/AO/wbf

Attachment

c: Dania Karloff, Chesapeake Information Technology Director
Bernie Reaser, Chesapeake Radio Systems Administrator

COST PER LICENSEE

MONTHS 1-4 MONTHS 5-8

| | Project Cost per Month (Hours) | Cost Per Licensee (Hours) | Rate | Extended Cost | Monthly Extension Cost |
|---|--------------------------------|---------------------------|-------|---------------|------------------------|
| Program Management of the coordination of reconfiguration related activities between jurisdictions, including | | | | | |
| Planning, scheduling and execution of regional reconfiguration coordination meetings, on a monthly basis, or as needed (Estimated at 2 days per month) | 16 | | \$140 | \$5,960 | \$2,240 |
| Management and facilitation of regional reconfiguration communications between jurisdictions (estimated at 1 hour per licensee, per week) | | 17 | \$140 | \$11,040 | \$4,760 |
| Management, facilitation and execution of schedule alignment and schedule conflict resolution with regard to regional reconfiguration activities (estimated at 1/2 hour per licensee, per week) | | 8.5 | \$140 | \$9,520 | \$2,380 |
| Establishment and maintenance of a Hampton Road Regional Reconfiguration Coordination web site to facilitate web-based Program Management (estimated at 8 hours each month) | 8 | | \$140 | \$4,480 | \$580 |
| Program Management and document generation of the following regional reconfiguration deliverables | | | | | |
| Review of all required TA and Needed forms as generated by the individual jurisdictions relating to inter-jurisdiction activities (1 hour per licensee) | | 1 | \$140 | \$1,120 | |
| Review the assessments generated by the individual jurisdictions of the new frequency assignments for licensees shared by the named jurisdictions (Task Removed) | | 0 | \$140 | \$0 | |
| Development, review and facilitation of agreement of the interoperability environment statement between the named jurisdictions (4 hours per licensee) | | 4 | \$140 | \$4,480 | |
| Development, review and facilitation of agreement of a regional reconfiguration coordination plan with regard to shared system assets and channels (8 hours per licensee) | | 8 | \$140 | \$8,960 | |
| Development, review and facilitation of agreement on a regional out-of-order coordination plan to include risk mitigation and fail-back operation with regard to shared systems and channels (8 hours per licensee) | | 8 | \$140 | \$6,720 | |
| Coordination to ensure that detailed reconfiguration costs with regard to shared systems and channels are included in their respective plans (Task Removed) | | 0 | \$140 | \$0 | |
| Cost and Hours attributed to EACH licensee (Project Costs) | | | | | |
| Total Hours | | | | | 6,375 |
| Rate | | | | | \$140 |
| Labor Cost | | | | | \$893 |
| Expenses (Travel, estimated at 2 person trips per month) | | | | | |
| Total Costs | | | | | \$893 |
| Grand Total 8 Months | | | | | \$9,800 |